



OFFICE OF ADMINISTRATIVE HEARINGS

State of California

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833-4231
General Jurisdiction – 916 263-0550 phone / 916 263-0554 fax
Special Education – 916 263-0880 phone / 916 263-0890 fax
www.oah.dgs.ca.gov

Department of General Services

March 23, 2007

INVITATION FOR BID #OAH-17 COURT REPORTING SERVICES OFFICE OF ADMINISTRATIVE HEARINGS

Notice to Prospective Bidders

You are invited to review and respond to this Invitation for Bid (IFB). In submitting your bid, you must comply with all of the instructions found herein.

All contracts entered into with the State of California will include, by reference, General Terms and Conditions (GTC-306—Private Contractors) and Contractor Certification Clauses (CCC-1005) that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov. If you do not have Internet access, a hardcopy can be provided by contacting the person listed below.

In the opinion of the Office of Administrative Hearings, this IFB is complete and without need of explanation. However, any questions or requests for clarification can be submitted **in writing** (FAX is acceptable) to the contact person listed below **no later than 5:00 P.M.**
April 13, 2007.

Kay Lynch
Office of Administrative Hearings
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833-4231
PHONE (916) 263-0597
FAX (916) 263-0554

Regional Offices

Los Angeles
320 West Fourth Street
Suite 630
Los Angeles, CA 90013
(213) 576-7200
Fax (213) 576-7244

Oakland
1515 Clay Street
Suite 206
Oakland, CA 94612
(510) 622-2722
Fax (510) 622-2743

San Diego
1350 Front Street.
Suite 6022
San Diego, CA 92101
(619) 525-4475
Fax (619) 525-4419

Laguna Hills
23046 Avenida De La Carlota
Suite 750
Laguna Hills, CA 92653
(949) 598-5850
Fax (949) 598-5860

Van Nuys
15350 Sherman Way
Suite 300
Van Nuys, CA 91406
(818) 904-2383
Fax (818) 904-2360

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
A) Purpose and Description of Service	3
B) Bid Requirements and Information	5
1) Time Schedule	5
2) Reasonable Accommodations	5
3) Submission of Bid	5
4) Evaluation and Selection	7
5) Award and Protest	8
6) Disposition of Bids	9
7) Standard Conditions of Service	9
C) Disabled Veteran Business Enterprise Program (DVBE)*	10

APPENDIX

Attachment 1—Required Attachment Checklist

Attachment 2—Bid/Bidder Certification Sheet

Attachment 3—Rate Sheet for First Year (July 1, 2007 through June 30, 2008)

Attachment 3.1—Rate Sheet for Second Year *(July 1, 2008 through June 30, 2009)

Attachment 3.2—Rate Sheet for Third Year (July 1, 2009 through June 30, 2010)

Attachment 4—Bidder's Response Form of Experience & Qualifications

Attachment 5—Sample Standard Agreement (STD 213), including exhibits

 Exhibit A Scope of Work

 Exhibit B Budget Detail and Payment Provisions

 Exhibit C General Terms and Conditions (GTC-306)

 Exhibit D Special Terms and Conditions

 Exhibit E Additional Provisions

 Exhibit F Map of Regions

 Exhibit G Regions of the Office of Administrative Hearings and Respective Counties

 Exhibit H State Office of Administrative Hearings' Court Reporter's Oath of Office

Attachment 6—California Disabled Veterans Business Enterprise Program (DVBE)*

Attachment 7—Payee Data Record (STD 204)*

Attachment 8—Contractor Certification Clauses (CCC-1005)*

*This form is available on the Internet at address listed in the exhibit.

A) Purpose and Description of Services:

1. The Department of General Services, Office of Administrative Hearings (OAH) is soliciting quotes for certified court reporting services for administrative hearings and arbitrations in the following regions (refer to Exhibits F and G in Attachment 5 of this Invitation For Bid (IFB) for a map showing the breakdown of regions and corresponding counties):

REGIONS*
Central Region
Northern Region
Upper Mid-Coastal Region
Mid-Coastal Region
South Central Coastal Region
Kern-Inyo Region
Southern Region
San Diego Region

***Note: Bidders bidding on one or more region(s) must bid on and commit to serve the entire region(s) identified in their bid.**

2. The term "certified" as used in this IFB refers to both the work product produced by Contractor and the qualifications of the person who takes transcription during the hearing. A certified transcript means that the transcript shall have an affidavit or declaration under penalty of perjury prepared by the person making the transcript stating the transcript is a full, true, and correct transcript of the identified tape, reel, cassette, compact disk (CD) or comparable unit of the medium on which an electronic or digital recording is made. The affidavit accompanies the transcript prepared for OAH. The word "certified" as used to refer to a certified court reporter refers to the qualifications a person must possess to engage in the practice of shorthand reporting as defined in Business and Professions Code section 8016, and that person holds a certificate or license that is in full force and effect issued by the Court Reporters Board of California (see Attachment 5, Exhibit A, III, D, for additional information).
3. OAH Administrative Law Judges (ALJs) conduct administrative hearings in accordance with Government Code sections 11500 et seq., other applicable statutes, and pursuant to contracts and Interagency Agreements with other State and local entities. "Administrative Hearings" as used throughout this document shall include "arbitrations" and "Administrative Law Judge" as used throughout this document shall include "arbitrator."
4. The OAH has ALJs in six regional offices—Sacramento, Oakland, Los Angeles, San Diego, Van Nuys, and Laguna Hills—and conducts hearings in these offices and in other locations throughout the State of California. OAH does not guarantee any minimum amount of work as a result of this IFB.
5. The length of hearings will vary from thirty (30) minutes to several weeks. Hearings include determinations of competence of a wide range of professions including, but not limited to, physicians, other medical professionals, certified public accountants, engineers, and contractors. A large majority of the services for court reporting will be for the Department of Developmental Services and the Department of Education to determine that individuals in these programs receive the appropriate level of care and service.

6. The OAH administers the Public Works Contract Arbitration (PWCA) program. Most of these cases require court reporting services, and OAH may request transcripts. Transcripts for the PWCA program are handled differently than other OAH transcripts (see Attachment 5, Exhibit B, I, F). "Administrative hearings" as used throughout this IFB shall include these PWCA hearings and arbitrations. "Administrative Law Judge" as used throughout this IFB shall include "Arbitrator".
7. The OAH also contracts with Pro Tempore (pro tem) ALJs to conduct Keyhea hearings for the Department of Corrections and Rehabilitation (CDCR) and for CDCR's Juvenile Justice Division (formerly the California Department of the Youth Authority) in prisons throughout the state. These hearings determine the authority of CDCR to administer psychotropic medications to mentally ill inmates. The CDCR requires prison clearance for court reporters a minimum of two weeks in advance of all of these hearings. The length of these hearings varies from thirty (30) minutes to a half-day. There are seldom any requests for transcripts of Keyhea hearings.
8. The principal responsibilities of Contractors selected for each region through this IFB are to: (1) provide certified court reporting, transcription preparation, and delivery services on an as-needed basis to the OAH for administrative hearings; (2) provide certified court reporting services to OAH and transcript preparation and delivery services to the parties on an as-needed basis for arbitrations performed by contract Arbitrators under the PWCA program; (3) provide certified court reporting, transcription preparation and delivery services on an as-needed basis for Keyhea hearings; (4) develop resources for competent, consistent, dependable court reporters familiar with the terminology of administrative hearings; (5) provide dependable monitors on an as-needed basis for tape-recorded hearings; and (6) provide consistently accurate, good quality transcripts in a timely manner.
9. Please refer to Attachment 5, Sample Standard Agreement and Exhibits A through G of this IFB. The "Scope of Work" in Exhibit A gives a detailed description of services. All language in Attachment 5 is incorporated by reference and made a part of this IFB.
10. OAH may award multiple contracts for each region. If OAH awards more than one contract in a given region, the primary contractor will be contacted first when services are necessary. If the primary contractor is not able to provide the services, the secondary contractor with the next lowest appearance fee will be contacted to provide the services. It will be impossible to predict exact dollar amounts of the contracts; consequently, contracts will be for an estimated dollar amount which may be amended as needed. If a firm is awarded a contract for more than one region, OAH will prepare one contract for all regions.
11. In order for a bid to be responsive, Contractor must complete and submit individual rate sheets for the three fiscal years of the contract for each region that Contractor bids (see Attachment 5, Exhibits 3 through 3.2). All rates for the 2008/2009 and 2009/2010 fiscal years may not exceed a three percent (3%) increase of the rates bid for the previous fiscal year or the bid will be deemed non-responsive.
12. The term of all contracts awarded as a result of this IFB will be from July 1, 2007 through June 30, 2009, with an option for OAH to renew the contract for one additional year. The option to renew for one additional year rests solely with the OAH and will be accomplished through a contract amendment should the OAH exercise this option. The renewal rate will be at the rate quoted in the original bid.
13. All contracts are contingent upon available funding. Please see Attachment 5, Exhibit B, for more detailed information on funding. Contracts are not effective until approved by the Department of General Services, Office of Legal Services.

14. Contracts may be canceled without cause by the OAH upon thirty (30) days written notice to Contractor. In the event of early termination, Contractor shall be paid for services rendered up to the cancellation date, as well as for transcripts ordered and delivered (per the contract terms) thereafter. Any payment issued by OAH after the cancellation date will be at the rates quoted in this bid.
15. Pursuant to section 8016 of the Business and Professions Code, Contractor shall use court reporters who have established satisfactory evidence of good moral character and have satisfied the competency requirements for court reporting by obtaining a license to practice as a certified shorthand reporter from the Court Reporters Board of California and whose license is in full force and effect.
16. Contractor shall provide all labor, materials, tools and equipment necessary to provide certified court reporting services meeting all specifications delineated in this IFB, and in the sample contract in Attachment 5.
17. Contractor shall pay all taxes, unemployment and Workers' Compensation benefits, insurance, bonds, license/permit fees, travel, parking, and any other costs required to provide these services to OAH on as as-needed basis.

B) Bid Requirements and Information*

1. Time Schedule

Release of IFB	March 23, 2007
Last Date to Submit Questions	April 13, 2007, 5:00 P.M.*
Final Date for Bid Submission	May 10, 2007, 2:00 P.M.*
Bid Opening	May 10, 2007, 2:30 P.M.*
Notification of Intent to Award	May 17, 2007
Contract Award	May 24, 2007
Effective Date of Contract	July 1, 2007

***NOTE: Any questions regarding this IFB must be submitted in writing no later than 5:00 P.M. (FAX is acceptable to 916-263-0554), by April 13, 2007 directed to the OAH Contract Administrator listed in Exhibit A. A summary of all questions and answers thereto will be sent to each company receiving a bid package.**

2. Reasonable Accommodation

- a) For the bid opening, bidders who may need assistance due to physical impairment will be provided reasonable accommodation upon request. The bidder must call the OAH Contract Administrator listed in Exhibit A no later than the fifth working day prior to the scheduled date and time of the bid opening to arrange for a reasonable accommodation.

3. Submission of Bid

- a) All bids are to be mailed or delivered to the OAH Contract Administrator and **must be received by 2:00 P.M. on May 10, 2007**. Bids received after this deadline will not be considered and will be returned unopened to the bidder. **NO FAX BIDS WILL BE ACCEPTED.**

- b) An original and one copy of bids and all required attachments must be submitted in a sealed envelope, plainly marked with the bidder's company name and address, and boldly marked on the outer envelope as follows:

**DO NOT OPEN
BID FOR IFB #OAH-17
"COURT REPORTING SERVICES"
May 10, 2007**

CONTRACTOR MUST COMPLETE INDIVIDUAL RATE SHEETS FOR EACH FISCAL YEAR IDENTIFIED IN ATTACHMENTS 3 THROUGH 3.2 FOR EACH REGION AND INCLUDE WITH THEIR BID OR THE BID WILL BE DEEMED NON-RESPONSIVE. ALL RATES FOR THE 2008/2009 AND 2009/2010 FISCAL YEARS MAY NOT EXCEED A THREE PERCENT (3%) INCREASE OVER THE RATES BID FOR THE PREVIOUS FISCAL YEAR OR THE BID WILL BE DEEMED NON-RESPONSIVE.

PLEASE SUBMIT AN ORIGINAL AND ONE COPY OF THE BID IN A SEALED ENVELOPE BOLDLY MARKED ON THE OUTER ENVELOPE, AS REQUESTED IN B. (3) (b) ABOVE.

- c) Mail or deliver bids to the following address:

**Office of Administrative Hearings
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 93833-4231
Attention: Kay Lynch**

- d) All bids shall be submitted on the forms and per the conditions set forth in this IFB and shall include the required completed attachments, or the bid shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- e) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid will be rejected.
- f) Bids must be submitted for the performance of all of the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- g) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract. OAH may request omitted material pertaining to **Disabled Veteran Business Enterprise** requirements if the bidder demonstrated the requirements were met.
- h) Costs of developing bids in anticipation of award of the contract are bidder's entire responsibility and shall not be charged to the State of California.
- i) A bidder may modify a bid after its submission by withdrawing its original bid in writing and resubmitting a new complete bid package prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- j) A bidder may withdraw its bid by submitting a written request to the State, signed by the bidder or an agent authorized in accordance with paragraph "i" above. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to the bid submission deadline.
- k) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The State reserves the right to reject all bids for reasonable cause. OAH reserves the right to reject any bid that it deems not cost reasonable or for any other reason it deems a bid not to meet the requirements of this IFB. The OAH is not required to award any contracts as a result of the IFB.
- m) Bidders are cautioned not to rely on the State during the evaluation period to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- n) Bids by bidders who have been decertified from contracting with the State of California by the Department of Fair Employment and Housing shall be deemed to be non-responsive and shall be rejected.

4. Evaluation and Selection

- a) The State will put each bid through a process of evaluation to determine its responsiveness to the State's needs.
- b) Bids that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the bidder, may be rejected. All references will be checked. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- c) OAH will award this contract to responsive/responsible bidders with the lowest full-day appearance fee rate for the period July 1, 2007, through June 30, 2009, in each region. However, in order for a bid to be deemed "responsive", all other rates must be quoted. **Contractor must complete the individual rate sheets for each fiscal year identified in Attachments 3 through 3.2 for each region in which they make a bid and include the rate sheets with their bid package or the bid will be deemed non-responsive. All rates for the 2008/2009 and 2009/2010 fiscal years may not exceed a three percent (3%) increase over the rates bid for the previous fiscal year or the bid will be deemed non-responsive.**
- d) Although the lowest full-day appearance fee rate for the period July 1, 2007, through June 30, 2008, is the rate that will be used to determine award of the contracts, if the other rates quoted are deemed by OAH to be non-competitive or unreasonable, a bid may be rejected.
- e) In the event there are tie bids by more than one responsive/responsible bidder, the bidders will be contacted by the Contract Administrator regarding a date and time for a flip of a coin. The bidder whose bid was received first will make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

5. Award and Protest

- a) Pursuant to section 8016 of the Business and Professions Code, Contractor shall use court reporters who have established satisfactory evidence of good moral character and have satisfied the competency requirements for court reporting by obtaining a license to practice as a certified shorthand reporter from the Court Reporters Board of California and whose license is in full force and effect
- b) Contractor shall provide all labor, materials, tools and equipment necessary to provide certified court reporting services meeting all specifications delineated in this IFB, and in the sample contract in Attachment 5.
- c) Contractor shall pay all taxes, unemployment and Workers' Compensation benefits, insurance, bonds, license/permit fees, travel, parking, and any other costs required to provide these services
- d) This IFB will solicit bids from businesses certified as Small Business Enterprises (SBE) by the Department of General Services Office of Small Business DVBE Certification (OSDC). A copy of the current certification must be submitted with the bid.
- e) SBE information can be found at www.pd.dgs.ca.gov. Click on "Small Business" under "Featured Links". If bidder is a small business certified by the Department of General Services' OSDC, bidder will qualify for the small business preference. This is to be indicated on the Bidder Certification Sheet (Attachment 2) and a copy of the current certification must be submitted with the bid.
- f) Whenever a contract is awarded under a procedure which provides for competitive bidding, but the contract is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile (FAX) transmission, overnight courier, or personal delivery five (5)-working days prior to the award of the contract.
- g) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- h) If any bidder, prior to the award of the contract, files a protest with the awarding agency on the grounds that the (protesting) bidder is the lowest responsible bidder, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter (see Public Contract Code section 10341 et seq. for protest procedures).
- i) Within five (5) working days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the OAH a full and complete written statement specifying the grounds for the protest, including the IFB number. The written protest must be sent to:

Department of General Services
Office of Legal Services
707 3rd Street, 7th Floor
West Sacramento, CA 95605
Attention: Protest Coordinator

At the same time, a copy of the written protest must also be mailed to:

Office of Administrative Hearings
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833-4231
Attention: Kay Lynch

It is suggested that protests be submitted by certified or registered mail.

- j) Contractor must sign and submit to OAH (with the completed bid) the Payee Data Record (STD 204) to determine if Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading "Standard Forms."
- k) Contractor must sign and submit to OAH (with their completed bid) the Contractor Certification Clauses (CCC-1005) which can be found on the Internet at www.ols.dgs.ca.gov under "Standard Language".
- l) Upon receipt of the contract, Contractor shall return the signed contract and all required completed documents to OAH by overnight mail within two days of receipt. Failure to do this may be retroactively construed as a non-responsive bid, and award may be made to the next lowest bidder.

6. Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB become the property of the State of California, and will be regarded as public record under the California Public Records Act (Government Code section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by OAH

7. Standard Conditions of Service

- a) Service shall be available on the express date set by the OAH and the Contractor, after all approvals have been obtained and the contract is fully executed. Should Contractor fail to commence work at the agreed upon time, the OAH, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing the work by another Contractor.
- b) The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The

State's General Terms and Conditions (GTC-306) are incorporated herein by reference and are not negotiable. The GTC-306 may be viewed at Internet site www.ols.dgs.ca.gov under "Standard Language."

c) No oral understanding or agreement shall be binding on either party.

C) Disabled Veteran Business Enterprise Program (DVBE)

1. This IFB is subject to the law requiring Disabled Veteran Business Enterprise (DVBE) participation. FAILURE TO COMPLY WITH DVBE REQUIREMENTS WILL DEEM A BID NON-RESPONSIVE. A DVBE package with instructions and all required submittal forms for complying with this requirement can be found on the Internet at:

<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

2. Please note that bidder does not have to be a DVBE; however, bidder must either: (1) commit to using DVBEs for three percent (3%) of the work performed under this contract (through the use of their own staff if they are a DVBE, or through the use of subcontractors that are certified small businesses and can provide services for bidder, i.e., vendors for supplies, janitorial services, etc.), and document this three percent (3%) met goal on the STD 840 (see Attachment 6); or (2) make the "good faith effort" indicating they completed all of the good faith steps and were not able to meet the three percent (3%) goal. The good faith effort must be documented on both the "good Faith Effort Documentation" and the STD 840. The completed STD 840 must be returned with the bid whether bidder meets the three percent (3%) goal or makes the good faith effort.
3. If bidder is DVBE-certified by the Department of General Services' Office of Small Business Certification and Resources (OSBCR) and is using their own resources to meet the three percent (3%) goal, bidder must submit a copy of current certification. Also, bidder is to indicate on the Bidder Certification Sheet (see Attachment 2) if they are a certified DVBE.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid package will consist of the items identified below. Those items followed by an asterisk* may be found on the Internet at the address shown.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments, including this checklist, must be returned with the bid package. The bid package must be submitted to OAH in duplicate and each copy must contain original signatures.

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT NAME/DESCRIPTION</u>
____ Attachment 1	Required Attachment Check List
____ Attachment 2	Bid/Bidder Certification Sheet
____ Attachment 3 - 3.2	Rate Sheets
____ Attachment 4	Bidder's Response Form of Experience & Qualifications
____ Attachment 5	Sample Standard Agreement (STD 213)
____ Attachment 6	California Disabled Veteran Business Enterprise (DVBE) Program Requirements and Instructions* http://www.documents.dgs.ca.gov/pd/delegatons/DVBEPckt2.doc
_____	Documentation of Disabled Veteran Business Enterprise (DVBE) Program Requirements and Supplier Checklist (Std. 840)* http://www.documents.dgs.ca.gov/pd/delegatons/DVBEPckt2.doc
_____	Good Faith Effort Documentation
_____	If bidder is a certified Disabled Veteran Business Enterprise, attach a copy of the certification
_____	If bidder is a certified Small Business Enterprise, attach a copy of certification
____ Attachment 7	Payee Data Record (STD 204)* www.osp.dgs.ca.gov
____ Attachment 8	Contractor Certification Clauses (CCC-1005)* www.ols.dgs.ca.gov under "Standard Language"

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all required attachments shown in Attachment 1 (Required Attachment Check List). The bid package must be transmitted in duplicate, with original signatures, in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3 – 3.2 (Rate Sheets).
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification. An unsigned Bid/Bidder Certification Sheet may be cause for rejection.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____		

ATTACHMENT 2 (continued)

Completion Instructions for Bid/Bidder Certification Sheet
Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

**RATE SHEET FOR FIRST YEAR
JULY 1, 2007 THROUGH JUNE 30, 2008
COURT REPORTING SERVICES—IFB #OAH-17**

LOCATION: _____

APPEARANCE FEES:

Full Day Rate (8:30 A.M. to 6:00 P.M.) = \$ _____

One-Half Day Rate (4 hours or less)—Not to exceed 50% of full day rate = \$ _____

Weekend Rate (Full Day)—Not to exceed 150% of full day rate = \$ _____

Weekend Rate (Half Day)—Not to exceed 150% of half day rate = \$ _____

“Real Time” Reporting (Any costs in addition to quoted full day rate) = \$ _____

TRANSCRIPT RATES (Includes Certified Original and One Copy, Postage, and Handling):

Daily Transcripts = \$ _____ per page

2-7 Calendar Days = \$ _____ per page

8-14 Calendar Days = \$ _____ per page

15-20 Calendar Days = \$ _____ per page

21-25 Calendar Days = \$ _____ per page

ASCII Disk of Transcript (with transcript order) = \$ _____

ASCII disk of transcript (without transcript order) = \$ _____

Electronic Recording of Hearing—Full Day = \$ _____

Tape Recorded Hearings—Duplicate Tape = \$ _____

NO TRAVEL EXPENSES WILL BE PAID EXCEPT IN RARE INSTANCES WHEN A HEARING IS IN A REMOTE AREA (AS DETERMINED BY OAH) AND PRIOR APPROVAL HAS BEEN OBTAINED FROM OAH AT LEAST TWO DAYS IN ADVANCE OF THE HEARING. CURRENT STATE PER DEIM RATES WILL APPLY UNDER THOSE INSTANCES.

ATTACHMENT 3.1

**RATE SHEET FOR SECOND YEAR
JULY 1, 2008 THROUGH JUNE 30, 2009
COURT REPORTING SERVICES—IFB #OAH-17**

LOCATION: _____

APPEARANCE FEES:

Full Day Rate (8:30 A.M. to 6:00 P.M.) = \$ _____

One-Half Day Rate (4 hours or less)—Not to exceed 50% of full day rate = \$ _____

Weekend Rate (Full Day)—Not to exceed 150% of full day rate = \$ _____

Weekend Rate (Half Day)—Not to exceed 150% of half day rate = \$ _____

“Real Time” Reporting (Any costs in addition to quoted full day rate) = \$ _____

TRANSCRIPT RATES (Includes Certified Original and One Copy, Postage, and Handling):

Daily Transcripts = \$ _____ per page

2-7 Calendar Days = \$ _____ per page

8-14 Calendar Days = \$ _____ per page

15-20 Calendar Days = \$ _____ per page

21-25 Calendar Days = \$ _____ per page

ASCII Disk of Transcript (with transcript order) = \$ _____

ASCII disk of transcript (without transcript order) = \$ _____

Electronic Recording of Hearing—Full Day = \$ _____

Tape Recorded Hearings—Duplicate Tape = \$ _____

NO TRAVEL EXPENSES WILL BE PAID EXCEPT IN RARE INSTANCES WHEN A HEARING IS IN A REMOTE AREA (AS DETERMINED BY OAH) AND PRIOR APPROVAL HAS BEEN OBTAINED FROM OAH AT LEAST TWO DAYS IN ADVANCE OF THE HEARING. CURRENT STATE PER DEIM RATES WILL APPLY UNDER THOSE INSTANCES.

ATTACHMENT 3.2

**RATE SHEET FOR THIRD YEAR
JULY 1, 2009 THROUGH JUNE 30, 2010
COURT REPORTING SERVICES—IFB #OAH-17**

LOCATION: _____

APPEARANCE FEES:

Full Day Rate (8:30 A.M. to 6:00 P.M.) = \$ _____

One-Half Day Rate (4 hours or less)—Not to exceed 50% of full day rate = \$ _____

Weekend Rate (Full Day)—Not to exceed 150% of full day rate = \$ _____

Weekend Rate (Half Day)—Not to exceed 150% of half day rate = \$ _____

"Real Time" Reporting (Any costs in addition to quoted full day rate) = \$ _____

TRANSCRIPT RATES (Includes Certified Original and One Copy, Postage, and Handling):

Daily Transcripts = \$ _____ per page

2-7 Calendar Days = \$ _____ per page

8-14 Calendar Days = \$ _____ per page

15-20 Calendar Days = \$ _____ per page

21-25 Calendar Days = \$ _____ per page

ASCII Disk of Transcript (with transcript order) = \$ _____

ASCII disk of transcript (without transcript order) = \$ _____

Electronic Recording of Hearing—Full Day = \$ _____

Tape Recorded Hearings—Duplicate Tape = \$ _____

NO TRAVEL EXPENSES WILL BE PAID EXCEPT IN RARE INSTANCES WHEN A HEARING IS IN A REMOTE AREA (AS DETERMINED BY OAH) AND PRIOR APPROVAL HAS BEEN OBTAINED FROM OAH AT LEAST TWO DAYS IN ADVANCE OF THE HEARING. CURRENT STATE PER DEIM RATES WILL APPLY UNDER THOSE INSTANCES.

ATTACHMENT 4

BIDDER'S REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid package will cause your bid to be rejected and deemed non-responsive. If you are determined to be the low bidder, you may be called upon to provide this information.

1. Briefly explain why you believe your firm is qualified to perform the work described in this IFB. Use an additional sheet of paper if necessary.
2. List below three (3) references of similar types of services performed within the last five years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service provided:			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service provided:			

REFERENCE31			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service provided:			

ATTACHMENT 5

**STANDARD AGREEMENT (STD 213)
EXHIBITS A-H**

ATTACHMENT 6

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS**

See Internet website

<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

ATTACHMENT 7
PAYEE DATA RECORD (STD. 204)

See Internet website <http://www.osp.dgs.ca.gov> under "Standard Forms" link.

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-1005)

See Internet website <http://www.ols.dgs.ca.gov> under "Standard Language" link.

EXHIBIT A
(Standard Agreement)

I. Scope of Work:

- A) Contractor agrees to provide all labor, materials, tools and equipment necessary to provide certified court reporting and related services for administrative hearings and arbitrations to the Office of Administrative Hearings (OAH) on an "as needed" basis as requested by OAH. Services are to be provided in accordance with the terms and conditions of this contract, IFB #OAH-17 dated March 15, 2007, and Contractor's bid, all of which are incorporated by reference and made a part of this agreement. OAH does not guarantee any minimum amount of work under this contract. Transcripts are prepared only upon request (see Exhibit A, IV, C through E, for transcript ordering procedures).
- B) "Administrative Hearings" as used throughout this document shall include "arbitrations", and "Administrative Law Judge" as used throughout this document shall include "arbitrator".
- C) "Certified" as used throughout this document shall describe both the work product (transcript) produced by Contractor and the credentials of the person who reports the hearing.
1. A certified transcript means that the transcript shall have an affidavit or declaration under penalty of perjury prepared by the person making the transcript stating the transcript is a full, true, and correct transcript of the identified tape, real, cassette, compact disk (CD) or comparable unit of the medium on which an electronic or digital recording is made. The affidavit accompanies the transcript prepared for OAH.
 2. Certified court reporter or certified court reporting services refers to the credentials a person must possess to engage in the practice of shorthand reporting as defined in Business and Professions Code section 8016, and means that person holds a certificate or license that is in full force and effect issued by the Court Reporters Board of California.
- D) The term of this contract is July 1, 2007 through June 30, 2009, with an option for OAH to renew the contract for one additional year. The rates bid as response to this IFB will be used for the term of the contract.
- E) The services are to be performed at the dates, times, and places requested by the OAH in its six district offices (Sacramento, Oakland, Los Angeles, San Diego, Van Nuys, and Laguna Hills) and will involve providing court reporting and related services in six geographic regions of the state—Central, Northern, Upper Mid-Coastal, Lower Mid-Coastal, Southern, and San Diego. (See Exhibits F and G for a breakdown of counties in each geographical region.) The Sacramento office will process all contracted work.

**EXHIBIT A
(Standard Agreement)**

- F) The services shall normally be provided during OAH working hours, Monday through Friday, except holidays, and in accordance with the scope of work, however there may be rare occasions where services may be required outside of these normal working times/days. The length of hearings varies from 30 minutes to several weeks.
- G) This contract may be canceled in whole or in part without cause by the OAH upon 30-days written notice to the Contractor. In the event of early termination, Contractor shall be paid for services rendered up to the cancellation date, as well as for transcripts ordered and delivered (per the contract terms) thereafter. Any payment issued by OAH after the cancellation date will be at the rates quoted in the original bid submitted by Contractor.

II. Project Managers/Contract Administrators (during the term of this contract):

OFFICE OF ADMINISTRATIVE HEARINGS:

CONTRACTOR:

**Kay Lynch
Office of Administrative Hearings
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833-4231
Phone (916) 263-0597
Fax (916) 263-0554**

Direct all inquiries to the Project Managers/Contract Administrators.

III. Description of Work:

- A) Contractor shall furnish all labor, materials, tools, equipment and supervision, and shall pay all expenses including, but not limited to, travel, mileage, parking, taxes, insurance, bonds, license fees, permit fees, pickup and delivery services, and any other costs incidental to providing the services to OAH as outlined in this IFB.
- B) The content of all materials given to Contractor are highly confidential and Contractor agrees to protect the confidentiality of the hearing record regardless of form or medium, and the written transcript(s) thereof. The recordings are the verbatim record of administrative hearings and arbitrations conducted pursuant to Government Code sections 11500 et seq., and pursuant to other statutes, contracts, and interagency agreements with other state and local agencies.
- C) Contractor's principal responsibilities are to provide certified court reporters, tape recording, and transcript preparation and delivery services to OAH on as as-needed basis for (1) administrative hearings conducted by Administrative Law Judges (ALJs); (2) parties for arbitrations performed by contract Arbitrators under the Public Works

EXHIBIT A
(Standard Agreement)

Contract Arbitration (PWCA) program; (3) Keyhea hearings (prison clearance for court reporters is required a minimum of two weeks in advance of these hearings). In addition, Contractor shall develop and maintain resources sufficient to provide competent, consistent, dependable hearing reporters familiar with the terminology of the administrative hearings and other proceedings. Upon request, Contractor shall provide consistently accurate transcripts, of good quality, in a timely manner.

- D) All reporters used under this contract shall be Certified Shorthand Reporters (CSRs) who are certified by the Department of Consumer Affairs' Court Reporters Board of California, and who are capable of working in accordance with the requirements of the California Rules of Court, Title 3, Division IV., Rule 980.5, unless OAH agrees in writing at least two business days in advance, or in such shorter period as OAH shall permit, to assignment by Contractor of non-certified reporters.
- E) Contractor shall require each reporter assigned for work under the contract to complete the OAH Court Reporter's Oath of Office (Exhibit H) and submit the original signed oath to the OAH Contract Manager before the reporter renders any reporting services pursuant to this contract.
- F) Except as permitted by OAH at least two (2) working days in advance of a hearing, the experience of the court reporters furnished by Contractor must include reporting a minimum of one-hundred (100) administrative and/or court hearings during the past five (5) years. Contractor shall have readily available background information on each court reporter to be provided to OAH upon request.
- G) OAH shall, whenever possible, provide at least three (3) calendar days' notice to Contractor, by either telephone or written request, for reporter services. The request shall state the nature of the hearing, and the time, location, and date(s).
- H) Reporter services cancelled by the close of business (5:00 P.M.) the day prior to the hearing will incur no appearance fee. If the services are cancelled the day of the hearing, reporter services for one-half day will be reimbursed.
- I) Contractor must retain, employ, or otherwise have available a sufficient number of court reporters to cover all hearings that may be set at any given time throughout the area in which the contract is awarded, and must have standby procedures in place to have court reporters available locally for last-minute, short-notice hearings.
- J) Assignments of reporters are to be made in a practical manner to avoid long-distance travel as much as possible. Reporters shall arrive at the designated location at least 15 minutes prior to the starting time and remain until dismissed by the ALJ.
- K) No travel expenses will be paid except in rare instances when the hearing is in a remote area (as determined by OAH) and prior approval has been obtained from OAH at least two days in advance of the hearing. State rules for reimbursement of per diem expenses will apply.

EXHIBIT A
(Standard Agreement)

- L) Overtime is payable after 6:00 P.M. at no more than the one-half day appearance fee rate if reporter has worked more than eight hours in the same day, excluding lunch (i.e., 8:30 A.M. to 6:00 P.M.).
- M) In an effort to ensure continuity, when services are needed for a hearing lasting more than one day, Contractor will make every effort to provide the same reporter each day. For multiple day hearings, Contractor shall make reasonable efforts to rotate a limited number of reporters to provide continuity in reporting the hearing. In instances where more than one reporter may be used on the same case, reporter shall complete a technical term work and name list for the next reporter and shall also notify the Contractor (court reporting firm they are representing) of any schedule/location changes.
- N) A reporter scheduled to report a hearing who fails to appear will be reported to the Court Reporters' Board of California, and penalties may be assessed against the Contractor.
- O) Upon telephonic or written request from an OAH Presiding Judge (or designee), Contractor shall provide real time reporting. Upon request of OAH, Contractor will indicate the type of real time reporting program and equipment that will be used. Contractor shall be available to provide training on the use of the program and equipment upon OAH's request.
- P) In accordance with the requirements of California Rules of Court, Title 3, Division IV., Rule 980.5, Contractor shall have systems in place to provide electronic reporting using four-track audio-cassette or compact disk (CD) equipment upon telephone or written request of OAH at the rate quoted.
- Q) If Contractor is providing services in multiple regions, Contractor is not required to have an office in the county in which it is providing services. However, Contractor must have the ability to provide the services in the entire region at the quoted rates in the bid without reimbursement from OAH for travel or any additional expenses (see Exhibits F, G for regional map and corresponding counties.)
- R) At the conclusion of each day's hearing or the hearing, whichever occurs first, the ALJ shall complete a Court Reporter Billing Detail form (OAH-61), provide a copy of the form to the state/local agency attorney and the court reporter, and place the form in the OAH case file. The court reporter is responsible for giving the copy of the form to Contractor. Contractor shall attach the form(s) to the appearance fee invoices (Exhibit B, Section I, B-D.).
- S) At the conclusion of each day's hearing, court reporters are to notify Contractor (court reporting firm they are representing) of any hearing schedule or location changes.
- T) Upon request, Contractor shall provide a written verbatim transcript (certified original and one copy) of the hearing at the costs and within the time frames stated in this contract.

EXHIBIT A
(Standard Agreement)

- U) Contractor will be responsible for preparing and delivering transcripts on a timely basis at any time during the period of time the notes are retained, even when the court reporter is no longer working for Contractor or is no longer available.
- V) [KPI] Transcripts shall consist of a minimum of twenty-five (25) typed lines per page and will be prepared per California Code of Regulations, Title 16, Division 24, section 2473. All transcripts will contain a witness list, exhibit list, and certification page.
- W) To eliminate critical errors that impact the credibility of the transcript, Contractor must review final transcripts to ensure examination, witness, and exhibit entries are thorough and accurate; text is correct (no typographical errors); text is not missing; words, names, and titles are used and spelled correctly; dates are accurate; pages are numbered correctly; and to ensure other criteria of the contract are met in order to preserve the accuracy and credibility of the transcript. If the OAH determines that a transcript is grossly deficient, a penalty may be assessed to the Contractor in an amount not to exceed the full cost to the ordering party of the deficient transcript.
- X) Upon request of an OAH Presiding Judge (or designee), Contractor shall produce compressed transcripts, transcript vocabulary listings, and ASCII disks of transcripts.
- Y) Contractor shall have in place procedures to provide backup for timely production of transcripts if staff becomes ill, disabled, or are otherwise unable to produce a transcript, such as dictation of notes to be transcribed by a transcriber.
- Z) Contractor shall have in place, and provide OAH upon request, a written quality control program, including the method of retaining reporters' notes, how reporters are trained, and the frequency of review and method(s) used for determining the quality of reporters' work.
- AA) OAH will conduct ongoing evaluations of work performed by the Contractor to ensure criteria set forth in this IFB are met. In order to meet the requirement of transcript quality, Contractor will, at no cost to OAH, provide the OAH Contract Manager, on a quarterly basis, a listing of all transcripts prepared under the contract during that quarter, the name of the reporter who prepared the transcript, the hearing location, and the date(s) of the hearing. OAH will choose for review one or two transcripts prepared for hearings at each OAH office and Contractor will provide to the OAH contract Manager twenty (20) to twenty-five (25) pages of each transcript chosen for review.
- BB) Contractor shall be responsible for retention of all notes (paper, electronic tape, and/or disk) for a minimum of seven (7) years, even when a transcript has been prepared. Note storage must be in a fire-safe environment protected from the elements. Copies of electronic files must be stored in a separate backup facility.

EXHIBIT A
(Standard Agreement)

- CC) Contractor shall send invoices, billings and other correspondence related to Contractor's services directly to the responsible state or local agency or requesting party.
- DD) Contractor agrees that all transcript requests shall be ordered directly from Contractor. Contractor shall provide ordering party with a cost estimate based on the applicable transcript rate as set forth in this contract before the party places the order. Contractor and ordering party may establish the collection schedule for the billing as they deem appropriate. Contractor is not required to submit a copy of the transcript invoice to OAH except upon request. If the ordering party is a state or local agency, Contractor shall submit the transcript invoice to the state or local agency for payment.

IV. Order, Pickup, and Delivery of Transcripts:

- A) Contractor's office shall be reachable by telephone or by answering machine or facsimile (FAX) between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.
- B) Contractor must have a FAX machine available to receive and send documents. If Contractor's office is not staffed full time, a pager or other reliable method of contact for last-minute calendar changes must be provided to OAH by Contractor.
- C) Transcripts are considered ordered upon Contractor's receipt of telephone, written, or FAX requests from the ordering party.
- D) Upon request of OAH, Contractor shall timely provide certified verbatim transcripts (original certified transcript and one certified copy) produced from audio tape, real, cassette, compact disk (CD) or comparable unit of the medium on which an electronic or digital recording is made for any OAH hearing at the rate quoted by Contractor in the attached Rate Sheets (Attachments 3-3.2), which are incorporated by reference and made a part of this contract.
- E) Upon request of OAH, Contractor shall provide daily or other types of expedited transcripts upon request at the rates quoted on the attached Rate Sheets.
- F) Normal turnaround time for production of transcripts shall be twenty-one (21) to twenty-five (25)-calendar days as directed by OAH. Contractor shall deliver an original certified transcript and one copy as well as a CD of the transcription in word format, usable by any PC, to the Sacramento OAH office per the rate specified on the attached Rate Sheets. **Invoices are to be delivered with the transcript** (see Exhibit B for invoice format). There will be no extra charge by Contractor for pickup and delivery services.

EXHIBIT A
(Standard Agreement)

- G) For a delivery time of twenty-one (21) to twenty-five (25) days, Contractor will pick up hearing tapes and supporting documents from OAH within two (2) working days after Contractor receives the request from OAH. For expedited timeframes, Contractor will pick up the hearing tapes and supporting documents the same day as Contractor receives the request from OAH.
- H) Unless otherwise requested, the completed transcript order will be delivered at the same time, as one package. A transcript order is considered complete when all volumes ordered have been completed and delivered.

V. Liquidated Damages (Late/Deficient Transcripts):

- A) If Contractor exceeds the twenty-one (21) to twenty-five (25)-calendar day turnaround timeframe on transcripts without OAH approving an extension in advance, liquidated damages shall be assessed to the invoice balance in an amount equal to ten percent (10%) of the transcript cost per day for each day a transcript is late.
- B) If the OAH determines that a transcript is grossly deficient, liquidated damages may be assessed to Contractor in an amount not to exceed the full cost to the OAH of such transcript.

VI. Correction of Transcript/Quality Control:

- A) If OAH determines that a transcript is grossly deficient, Contractor shall be required to provide OAH with a corrected transcript within five (5)-calendar days from notification of deficiency at no additional cost to OAH. Liquidated damages may be assessed (see V., 2.) with the amount of damages to be determined by OAH, if any, based on the degree of deficiency. Examples of deficiencies may include, but are not limited to, "critical errors," as defined in VI., 3., herein.
- B) Contractor shall have in place, and provide to OAH upon request, a written quality control program, including the frequency of quality review, and the methods used to train reporters, retain reporters' notes, and determine the quality of reporters' work product.
- C) To eliminate critical errors that impact the credibility of the transcript, Contractor must review final transcripts to ensure that examination, witness, and exhibit entries are thorough and accurate; text is correct (no typographical errors); text is not missing; words, names and titles are used and spelled correctly; dates are accurate; and pages are numbered correctly to ensure other criteria of the contract are met in order to preserve the accuracy and credibility of the transcript.

EXHIBIT A
(Standard Agreement)

- D) To effectively monitor performance under the contract, OAH will conduct ongoing evaluations of work performed by Contractor to ensure criteria set forth in this contract are met.
- E) In order to meet the requirements regarding transcript quality, Contractor will, at no cost to OAH, provide quarterly to the OAH Contract Manager a listing of all transcripts prepared for each OAH office under the contract during that quarter, the name of the transcriber who prepared the transcript, and the date(s) of the hearing. OAH will choose one or two transcripts prepared for each OAH office for review, and Contractor will then provide to the OAH Contract Manager twenty (20) to twenty-five (25) pages of each transcript chosen for review.

VII. Billing/Invoice:

- A) Contractor shall send invoices, billings and other correspondence related to Contractor's services directly to the OAH as specified herein.
- B) Transcript invoices shall include the name and date of hearing, OAH case number, agency name, reporter's name, transcript order date, transcript due date, delivery date, contract number, Contractor's federal identification number, and any other information that OAH may require from time to time.
- C) Appearance fee invoices shall be mailed to the address on the Court Reporter Billing Detail (Form OAH-61), with a copy of the OAH-61 attached. Appearance fee invoices shall, at a minimum, include name and date of hearing, OAH case number, agency name, reporter's name, start and finish times of the hearing, contract number, Contractor's federal identification number, and any other items that OAH may require from time to time

VIII. Late/Deficient Transcripts (Liquidated Damages):

- A) If Contractor exceeds the twenty-one (21) to twenty-five (25)-calendar day turnaround timeframe on transcripts without OAH approving the extension in advance, liquidated damages shall be assessed to the invoice amount.
- B) If the OAH determines that a transcript is grossly deficient, liquidated damages may be assessed to Contractor in an amount not to exceed the full cost to the OAH of such transcript.
- D) If OAH determines a transcript is deficient, Contractor shall be required to provide OAH with a corrected transcript within five (5) calendar days from OAH's notification of deficiency to Contractor at no additional cost.

EXHIBIT A
(Standard Agreement)

- E) If Contractor exceeds the five (5) calendar day turnaround timeframe on corrected transcripts as discussed herein, liquidated damages shall be assessed by OAH to the invoice amount. OAH shall determine the amount of damages to be applied, if any, based on the degree of deficiency. Examples of deficiencies may include, but not be limited to, "critical errors," as defined in section VI. of this contract.

IX. Return of Materials/Tapes:

- A) Contractor shall return all hearing files and other supporting information with the transcript.
- B) A transmittal letter shall accompany returned transcripts stating if any problems occurred during transcription.
- C) All transcripts and materials being returned to OAH must be in a sealed envelope or package.

XI. Termination Clause:

- A) This contract may be canceled in whole or in part without cause by the OAH upon thirty (30)-days written notice to Contractor. In the event of early termination, Contractor shall be paid for services rendered up to the cancellation date, as well as for transcripts ordered and delivered (per the contract terms) thereafter. Any payment issued by OAH after the cancellation date will be at the rates quoted in the original bid submitted by Contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

I. Invoicing and Payment:

- A) For all orders, Contractor is to be reimbursed at the rates in the attached Rate Sheets (Attachments 3-3.2), which are incorporated and made a part of this contract. OAH does not guarantee any minimum amount of work under this contract. Transcripts are prepared only upon request. As to orders to be placed directly by OAH, the maximum amount of this contract for the period July 1, 2007, through June 30, 2009, is \$ _____.
- B) OAH will provide the court reporter with a Court Reporter Billing Detail form (Form OAH-61) which will certify the services provided at the end of the day or hearing, whichever occurs first.
- C) In consideration of the foregoing services performed in an acceptable manner and in conformity with Exhibit A, the Contractor shall submit itemized appearance fee invoices in arrears, in triplicate, and no less frequently than monthly, to the state or local agency requesting the hearing. All invoices submitted to the state or local agency shall contain the information required in Exhibit A and a copy of Form OAH-61 signed by the ALJ.
- D) Appearance fee invoices shall be sent to the address designated on the form OAH-61. OAH is not responsible for payment of any appearance fees. Appearance fees shall be paid directly by the state or local agency requesting the hearing.
- E) On occasion when OAH requires a transcript from a hearing, the transcript order will be placed by the appropriate OAH regional office or the Sacramento office, as OAH directs. Invoices for transcripts ordered by OAH must be submitted on separate invoices from invoices for appearance fees and must be submitted to OAH with the transcript. Transcript invoices shall be submitted to the attention of the Transcript Clerk of the OAH office requesting the transcript at the addresses set out below:
- Sacramento: 2349 Gateway Oaks Drive, Suite 200, Sacramento 95833
Oakland: 1515 Clay Street, Room 206, Oakland 94612
Los Angeles: 320 West Fourth Street, Suite 630, Los Angeles 90013
San Diego: 1350 Front Street, Suite 6022, San Diego 92101
Laguna Hills: 23045 Avenida De La Carlota, Suite 750, Laguna Hills 92653
Van Nuys: 15350 Sherman Way, Suite 300, Van Nuys 91406
- F) Transcripts of proceedings conducted pursuant to a Public Works Contract Arbitration (PWCA) process shall be ordered directly from Contractor and the parties will pay Contractor directly for the transcripts at the rates set forth in this contract. The parties will not order or pay for PWCA transcripts through OAH, nor does OAH have any liability for paying invoices for appearances or transcripts when the underlying proceeding is a PWCA process.

EXHIBIT B
(Standard Agreement)

For monitoring purposes only, at the same time invoices are submitted to the requesting party, Contractor shall submit a copy of all invoices for original or copies of transcripts prepared under the PWCA program to OAH at 2349 Gateway Oaks, Suite 200, Sacramento, CA 95833, ATTN: Arbitration Program,. These invoices shall include the time period covered, name of court reporter, name of case, case number, Contractor's federal identification number, this contract number, and the date of the transcript order. Invoices must be on printed letterhead and/or signed by an authorized representative of Contractor.

- G) Transcripts of proceedings conducted pursuant to all OAH hearings, other than those under the PWCA process, shall be ordered directly from Contractor. Contractor shall bill the ordering party for the full cost of the transcript and at the rates stated in this contract. Contractor and the ordering party may establish the collection schedule for the billing as they deem appropriate. Contractor is not required to submit a copy of the transcript invoice to OAH except upon OAH's request. Invoices for transcripts paid for directly by a party must be on printed letterhead and/or signed by an authorized representative of Contractor.
- H) Pursuant to Code of Civil Procedure section 1094.5, the cost of the transcript of an administrative proceeding must be borne by the state or local agency if a party has proceeded pursuant to Government Code section 68511.3 and the Rules of Court implementing that section, and the transcript is necessary to the proper review of the administrative proceeding. The Contractor agrees that it will not require the state or local agency to pay for transcript costs incurred when the transcript is prepared at the request of a party proceeding *in forma pauperis*, nor will it prepare the transcript, unless and until it has received the following documentation: (1) a conformed or certified copy of the face page of the petition for writ of mandate, with case number, as filed with the Superior Court where the petition will be heard; (2) a conformed or certified copy of the Superior Court's order on application for waiver of court fees and costs or additional fees and costs pursuant to California Rules of Court, Rule 985; and (3) a conformed or certified copy of a Superior Court order (which may be included in the order referred to in (2) stating that the transcript is necessary to the proper review of the administrative proceeding. If Contractor determines that all of the requirements of the preceding sentence have been met by the ordering party, Contractor shall not charge the state or local agency more than the least expensive transcript rate for preparation of the transcript (i.e., the regular non-expedited rate), unless the ordering party pays the increased amount attributable to the expedited rate. Contractor agrees to provide the state or local agency with copies of all documentation it is required to obtain pursuant to this paragraph with the invoice or bill for the transcript cost that it sends to the state or local agency.
- I) Transcripts shall be paid directly by the party who places the order for the transcript. OAH is not responsible for payment for any transcripts except those ordered by OAH on its own behalf.

EXHIBIT B
(Standard Agreement)

II. Budget Contingency Clause:

- A) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
- B) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a contract amendment to Contractor to reflect the reduced amount

III. Prompt Payment Clause

- A) Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS (GTC-306)

The General Terms and Conditions are incorporated by reference on the Internet at www.ols.dgs.ca.gov under the heading "Standard Language" on left side of the screen and then "GTC-306".

EXHIBIT D
(Standard Agreement)

I. SPECIAL TERMS AND CONDITIONS

A) Settlement of Disputes

1. Any disputes concerning a question of fact arising under any contracts entered into as a result of this IFB shall be addressed to the Contract Manager, who shall forward by mail a written decision to Contractor within ten (10)-calendar days of receipt. Should Contractor disagree with the decision of the Contract Manager, Contractor has ten (10) calendar days after receipt of such decision to submit a written protest to the Director, Office of Administrative Hearings, specifying, in detail, in what particulars Contractor disagrees with the contract Manager's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of the Contract Manager's decision, and the Contract Manager's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contract shall proceed diligently with the performance of the contract.
2. Any disputes not resolved by the above process will be subject to arbitration unless contracting parties agree otherwise.

B) Potential Subcontractors

1. Nothing contained in this contract or otherwise shall create any contractual elation between the State and any subcontractors and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation, and as such, has no connection to the State's obligation to make payments to Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of, any moneys to any subcontractor

C) Evaluation of Contractor

- I. To effectively monitor performance of contractor, OAH will conduct ongoing evaluations of work performed by Contractor to ensure criteria set forth in the contract are met (see Exhibit A, Section VI.).
- II. Throughout the term of this contract, contractor shall have in place, and provide to OAH upon request, a written quality control program.

EXHIBIT D
(Standard Agreement)

II. Cancellation Policy:

- A) This contract may be terminated without cause by the OAH upon thirty (30) days' written notice to the contractor. In the event of early termination, Contractor shall be paid for services rendered up to the cancellation date. Any payment issued by OAH after the cancellation date will be at the rates stated in this contract.

EXHIBIT E
(Standard Agreement)

I. ADDITIONAL PROVISIONS

A) Computer Software

1. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT F
MAP OF REGIONS
(Standard Agreement)

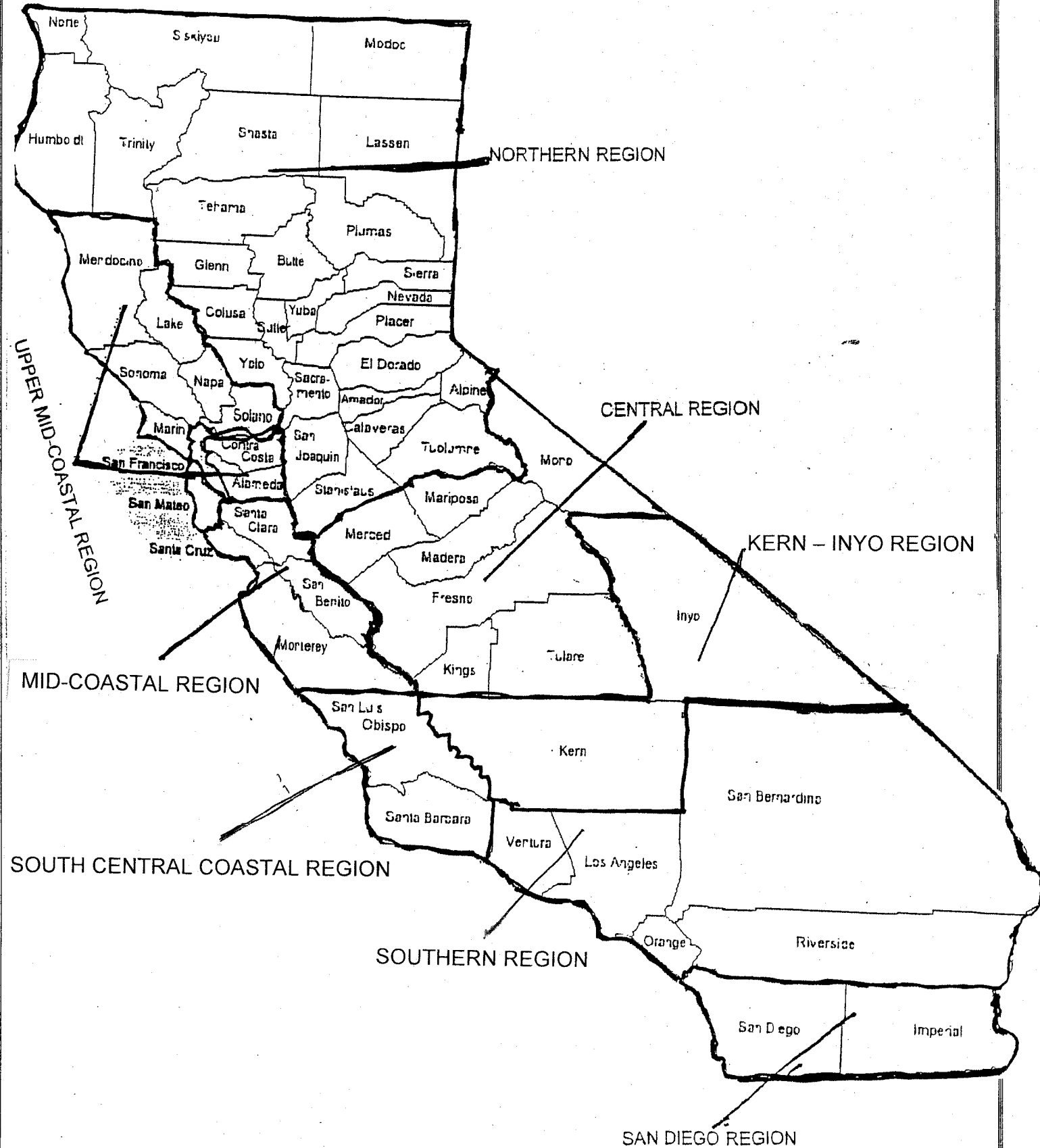


EXHIBIT G
GEOGRAPHICAL REGIONS OF ADMINISTRATIVE HEARINGS
AND RESPECTIVE COUNTIES

CENTRAL REGION

Fresno	Merced
Kings	Mono
Madera	Tulare
Mariposa	

NORTHERN REGION

Alpine	Plumas
Amador	Sacramento
Butte	San Joaquin
Calaveras	Shasta
Colusa	Sierra
Del Norte	Siskiyou
Del Dorado	Stanislaus
Glenn	Sutter
Humboldt	Tehama
Lassen	Trinity
Modoc	Tuolumne
Nevada	Yolo
Placer	Yuba

UPPER MID-COASTAL REGION

Alameda	Napa
Contra Costa	San Francisco
Lake	San Mateo
Marin	Solano
Mendocino	Sonoma

MID-COASTAL REGION

Monterey	Santa Clara
San Benito	Santa Cruz

KERN-INYO REGION

Kern	Inyo
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SOUTH CENTRAL COASTAL REGION

San Luis Obispo	Santa Barbara
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SOUTHERN REGION

San Bernadino	Los Angeles
Orange	Ventura
Riverside	

SAN DIEGO REGION

Imperial	San Diego
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EXHIBIT H
STATE OFFICE OF ADMINISTRATIVE HEARINGS
COURT REPORTER'S OATH OF OFFICE

I, _____, do solemnly affirm that I meet the following qualifications and will faithfully discharge the duties of official court reporter for the Office of Administrative Hearings (OAH), including the following responsibilities:

1. My experience includes reporting a minimum of 100 administrative and/or court hearings during the past five years.
2. I will arrive at the designated hearing location at least fifteen (15) minutes prior to the hearing starting time and remain until dismissed by the Administrative Law Judge/Arbitrator.
3. Unless otherwise approved, I am a Certified Shorthand Reporter capable of working in accordance with the requirements of Rule 980.5, Division IV, Title 3, of the California Rules of the Court, "Electronic Recording as Official Record of Proceedings".
4. At the conclusion of each day's hearing, I will provide the Administrative Law Judge/Arbitrator with a business card, the name of the contractor (court reporting firm I am representing), and the estimated number of pages I reported that day.
5. At the conclusion of each day's hearing, I will notify the court reporting firm I am representing of any hearing schedule or location changes.
6. I will prepare a technical term work and name list for the next reporter when another reporter will be reporting on the same case the next day.
7. When more than one reporter may be used on the same case, I will complete a technical term work and name list for the next reporter.
8. I will retain all notes (paper, electronic tape and/or disk) for a minimum of seven (7) years, even when the transcript has been prepared.
9. Upon request, within a maximum of twenty-five (25) calendar days or as specified in an expedited order, I will provide prompt, timely and accurate transcripts, which are free of critical errors that impact the credibility of the transcript. Transcript format will be per California Code of Regulations, Title 16, Division 24, section 2473.
10. If I should become unable to produce a transcript for any reason, I will provide assistance to the maximum of my abilities to enable a transcript to be produced by another transcriber, including dictating my notes into a recorder. In these instances, I will provide ready access of my notes to Contractor or OAH, if OAH deems it necessary.

Signature

Typed or Printed Name

Date

CSR#

Name of Court Reporting Firm Represented